



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 26, 2002

IN REPLY PLEASE
REFER TO FILE: **PD-2**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**THOUSAND OAKS BOULEVARD FROM PARKMOR ROAD
TO MOUNTAIN GATE DRIVE
CITY OF CALABASAS-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 3
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project to resurface and reconstruct the deteriorated roadway pavement on Thousand Oaks Boulevard from Parkmor Road to Mountain Gate Drive, which is jurisdictionally shared between the City of Calabasas and the County, is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the cooperative agreement with the City for the project. The agreement provides for the County to perform the preliminary engineering and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the project cost. The total project cost is currently estimated to be \$280,000 with the City's share being \$74,000 and the County's share being \$206,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Calabasas and the County propose to resurface and reconstruct the deteriorated roadway pavement on Thousand Oaks Boulevard from Parkmor Road to Mountain Gate Drive, which is jurisdictionally shared with the City. The work also includes the construction of curb, gutter, sidewalk, and wheelchair ramps. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the subject roadway, residents of the City and unincorporated area who travel on this street will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total project cost is currently estimated to be \$280,000 with the City's share being \$74,000 and the County's share being \$206,000. Funding for this project is included in the Fiscal Year 2002-03 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement, which has been approved as to form by County Counsel, provides for the County to perform the preliminary engineering and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the project cost.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Class 1 (x), Subsections 2 and 14 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301, Class 1 (c), of the California Environmental Quality Act guidelines.

The Honorable Board of Supervisors
September 19, 2002
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Thousand Oaks Boulevard is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

ESC:yr
C020535
A:\Thousand Oaks Blvd Parkmor Rd.wpd

Enc.

cc: Chief Administrative Office, County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF CALABASAS, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, Thousand Oaks Boulevard is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to resurface and reconstruct the deteriorated roadway pavement on Thousand Oaks Boulevard from Parkmor Road to Mountain Gate Drive, including the construction of curb, gutter, sidewalk, and wheelchair ramps, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is jurisdictionally shared between CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT as more fully set forth herein; and

WHEREAS, CITY and COUNTY are willing to finance their respective jurisdictional shares of COST OF PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00) with CITY'S share being Seventy-four Thousand and 00/100 Dollars (\$74,000.00) and COUNTY'S share being Two Hundred Six Thousand and 00/100 Dollars (\$206,000.00); and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1. CITY AGREES:

- a. To finance CITY'S jurisdictional share of COST OF PROJECT, pursuant to paragraph (3) d., below, the amount of which is to be determined by a final accounting of PROJECT costs.
- b. To deposit with COUNTY, following the opening of construction bids for PROJECT and upon demand by COUNTY, sufficient CITY funds to finance CITY'S jurisdictional share of COST OF PROJECT, currently estimated to be Seventy-four Thousand and 00/100 Dollars (\$74,000.00). Said demand will consist of a billing invoice prepared by COUNTY.
- c. To obtain, if necessary, and grant COUNTY any temporary right of way within CITY necessary for the construction of PROJECT at no cost to COUNTY.
- d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.

- g. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.

2. COUNTY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, pursuant to paragraph (3) d., below, the amount of which is to be determined by a final accounting of PROJECT costs.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY, within one hundred twenty (120) calendar days after final payment to construction contractor for PROJECT, a final accounting of the actual total COST OF PROJECT including an itemization of actual unit costs and actual quantities for PROJECT.
- f. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S jurisdiction.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS.

- a. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, required materials, detour, signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- b. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.
- d. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY jurisdiction shall be borne by CITY. Such costs constitute CITY jurisdictional share of the total COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY jurisdiction shall be borne by COUNTY. Such costs constitute COUNTY jurisdictional share of the total COST OF PROJECT.
- e. That if CITY'S share of COST OF PROJECT, based upon final accounting, exceeds CITY'S deposit, CITY shall pay to COUNTY the additional amount upon demand. Said demand will consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said deposit, COUNTY shall refund the difference to CITY.
- f. That if CITY'S payment, as set forth in paragraph (1) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S payment.

- g. That if CITY'S final payment, as set forth in paragraph (3) e., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- h. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY of Los Angeles Department of Public Works within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within thirty (30) calendar days after the date of said invoice. Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of COUNTY'S written justification.
- i. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- j. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult each other, but the orders of the COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.
- k. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

- I. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Charles Mink
Director of Public Works
City of Calabasas
26135 Mureau Road
Calabasas, CA 91302-3172

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- o. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- p. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 64630 between CITY and COUNTY, adopted by the Board of Supervisors on March 26, 1991, and currently in effect are inapplicable to this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF CALABASAS on _____, 2002, and by the COUNTY OF LOS ANGELES on _____, 2002.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chairman, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF CALABASAS

By _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
City Clerk

By _____
City Attorney